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Part II—Section 2

Notifications or Orders of interest to a section of the public
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NOTIFICATIONS BY GOVERNMENT

CONTENTS

	<i>Pages.</i>		<i>Pages.</i>
HOME DEPARTMENT		LABOUR WELFARE AND SKILL DEVELOPMENT DEPARTMENT.	
Family Courts Act.—Appointment on Transfer of Certain District Judges Posted as Judges and Principal Judges of the Family Courts in Certain Districts	220-221	Industrial Disputes Act.—Dispute for arbitration of the agreement entered between the Management of Renault Nissan Automotive India Private Limited and Renault Nissan India Thozhilalar Sangam	221-227
Narcotic Drugs and Psychotropic Substances Act.—Appointment on Transfer of Presiding Officer as II Additional Special Court for exclusive Trial of cases Chennai Act etc.	221	PLANNING, DEVELOPMENT AND SPECIAL INITIATIVES DEPARTMENT	
LABOUR AND EMPLOYMENT DEPARTMENT		Acquisition of Lands	
The Tamil Nadu Trade Unions Regulations, 1927 Trade Unions Act, 1926	221	Amendment to Notification	227-228

NOTIFICATIONS BY GOVERNMENT

HOME DEPARTMENT

Notifications under the Family Courts Act.

Appointment on Transfer of Certain District Judges Posted as Judges and Principal Judges of the Family Courts in certain Districts under the Act.

[G.O. Rt. No. 269, Home (Courts-II), 27th May 2021,
வைகாசி 13, பிலவ, திருவள்ளூர் ஆண்டு-2052]

No.II(2)/HO/328/2021.—In exercise of the powers conferred under sub-section (i) of section 4 of the Family Courts Act, 1984 (Central Act 66 of 1984), the Governor of Tamil Nadu, with the concurrence of the High Court, Chennai hereby makes the following appointment on transfer.

Sl. No	Name and Designation	Ordered to be posted as (3)
(1)	Thiru / Tmt / Selvi (2)	
1	Dr. S.T. Lakshmi Ramesh, Sub Judge, Arakkonam, Ordered to be promoted and posted as Chairman, Permanent Lok Adalat, Tiruppur	Judge, Family Court, Tiruppur in the existing vacancy.
2	R Joseph Joy, Deputy Director, Regional Centre of Tamil Nadu State Judicial Academy, Madurai Ordered to be promoted and posted as Additional District Judge (Fast Track Court), Nagercoil	Judge, Family Court, Nagercoil in the existing vacancy.
3	V.P. Suganthi, Special Judge, Special Court for trial of cases under Prevention of Corruption Act, Salem (Promotee District Judge)	Judge, Family Court, Dindigul vice Thiru. K.Singaraj, to be transferred.

[G.O. D. No. 573, Home (Courts-II), 27th May 2021,
வைகாசி 13, பிலவ, திருவள்ளூர் ஆண்டு-2052]

No.II(2)/HO/329/2021.—In exercise of the powers conferred under sub-section (i) of Section 4 of the Family Courts Act, 1984 (Central Act 66 of 1984), the Governor of Tamil Nadu, with the concurrence of the High Court, Chennai hereby makes the following appointment on transfer.

Sl. No	Name and Designation	Ordered to be posted as (3)
(1)	Thiru / Tmt / Selvi (2)	
1	M.D. Sumathi, Principal District Judge, Ariyalur	Principal Judge, Family Court, Chennai, in the existing vacancy.

2	S. Bhuvaneswari, III Additional District Judge, City Civil Court, Chennai	Judge, Family Court, Cuddalore in the existing vacancy.
3	M. Vetrichevi, I Additional District Judge, Vellore	Judge, Family Court, Chengalpattu vice Tmt. K.Geetha Rani, to be transferred.
4	V. Thangamariappan, Rgeistrar (District Judiciary) High Court of Madras, Chennai	I Additional Principal Judge, Family Court, Chennai Vice Tmt. J. Shanthi, to be transferred.
5	M. Selvam, Sessions Judge, Special Court, for exclusive trial of cases under POC SO Act, Vellore	Judge, Family Court, Krishnagiri in the existing vacancy.
6	K. Singaraj, Judge, Family Court, Dindigul	Judge, Family Court, Srivilliputhur in the existing vacancy.
7	K. Arivoli, Chairman, Permanent Lok Adalat, Krishnagiri	Principal Judge, Family Court, Coimbatorei, in the existing vacancy.
8	P.Chenthoorpandi, Sessions Judge, Sessions Court for Exclusive trial of Bomb Blast Cases, Chennai	II Additional Principal Judge, Family Court, Chennai, in the existing vacancy.
9	M. Jeevanandam, Additional District Judge, Dharmapuri	Judge, Family Court, Tiruvallur, vice Tmt. Mavis Deepika Sundaravadhana to be transferred.
10	V. Thenmozhe, Judge, II Additional Special Court for Exclusive Trial of cases under N.D.P.S. Act, Chennai	Judge, Family Court, Villupuram, vice Tmt. G. Subathira Devi to be transferred.
11	K.S. Jayamangalam, III Additional District Judge, Kallakurichi	III Additional Principal Judge, Family Court, Chennai, Vice Thiru D. Kingsly Christopher to be transferred.
12	A.Muraleetharan, Presiding Officer, Principal Labour Court, Vellore	Additional Principal Judge, Family Court, Coimbatorei vice Thiru P. Srikumar to be transferred.
13	K. Balasubramanian, Sessions Judge, Magalir Neethi Mandram (Fast Track Mahila Court), Vellore	IV Additional Principal Judge, Family Court, Chennai, Vice Tmt. A. Packia Jothi, to be transferred.
14	P. Swaminathan, Registrar (IT cum Statistics) High Court of Madras, Chennai	Judge, Family Court, Thoothukudi in the existing vacancy.
15	A. Packia Jothi, IV Additional Principal Judge, Family Court, Chennai	V Additional Principal Judge, Family Court, Chennai, Vice Thiru S. Ravi to be transferred.

- 16 M.A. Kabeer VII VI Additional Principal Judge, Additional Principal Family Court, Chennai, Vice Judge, Family Court, Tmt J.Sridevi to be transferred. Chennai.
- 17 S. Ezhi Velan, VII Additional Principal Judge, Sessions Judge, Family Court, Chennai, Vice Special Court for Thiru M.A. Kabeer to be exclusive trial of case transferred. under POCSCO Act, Nagercoil.

Notifications under the Narcotic Drugs and Psychotropic Substances Act.

Appointment on Transfer of Presiding Officer as Judge II Additional Special Court for exclusive Trial of Cases Chennai under the Act.

[G.O. (Rt). No. 272, Home (Courts-II), 27th May 2021, வைகாசி 13, பிஸவ, திருவள்ளூர் ஆண்டு-2052.]

No.II(2)/HO/330/2021.—In exercise of the powers conferred under sub-section (2) of Section 36 of the Narcotic Drugs and Psychotropic Substances Act, 1985 (Central Act 61 of 1985), the Governor of Tamil Nadu, with the concurrence of the High Court, Chennai hereby makes the following appointment on transfer.

Sl. No	Name and Designation	Ordered to be posted as (3)
(1)	Thiru / Tmt / Selvi (2)	
1	Thiru G. Narayanan, Presiding Officer, III Additional Labour Court, Chennai.	Judge, II Additional Special Court for exclusive trial of cases N.D.P.S. Act, Chennai vice Tmt. V. Thenmozhe to be transferred.

Appointment on Transfer of District Judges as Judge Special Court for exclusive Trial of Cases Villupuram under the Act.

[G.O. D. No. 574, Home (Courts-II), 27th May 2021, வைகாசி 13 பிஸவ, திருவள்ளூர் ஆண்டு-2052.]

No.II(2)/HO/331/2021.—In exercise of the powers conferred under sub-section (2) of section 36 of the Narcotic Drugs and Psychotropic Substances Act 1985 (Central Act 61 of 1985), the Governor of Tamil Nadu, with the concurrence of the High Court, Chennai hereby makes the following appointment on transfer.

Sl. No	Name and Designation	Ordered to be posted as (3)
(1)	Thiru / Tmt / Selvi (2)	
1	M. Suba Anbumani, District Judge of Tamil Nadu State Judicial Service, now functioning on deputation in the Puducherry Judicial Service as IInd Additional District Judge, Puducherry	Judge, Special Court for exclusive trial of cases under N.D.P.S. Act, Villupuram in the existing vacancy.

S.K. PRABAKAR,
Additional Chief Secretary to Government.

LABOUR AND EMPLOYMENT DEPARTMENT

Amendment to the Tamil Nadu Trade Unions Regulations, 1927 under the Trade Unions Act, 1926.

[G.O. Ms. No. 70 Labour and Employment (K2), 10th May 2021, சித்திரை 27, பிஸவ திருவள்ளூர் ஆண்டு-2052.]

No.II(2)/LE/332/2021.—In exercise of the powers conferred by Section 29 of the Trade Unions Act, 1926 (Central Act, XVI of 1926), the Governor of Tamil Nadu hereby makes the following amendment to the Tamil Nadu Trade Unions Regulations, 1927, the draft of the same having been previously published, as required under sub-section (1) of Section 30 of the said Act.

AMENDMENTS

In the said Regulations after regulation 3, the following regulation shall be inserted, namely:-

"3-A. The Registrar of Trade Unions, if he is satisfied that the application for registration complies with all requirements laid down in the Act and these regulations relating to registration, shall register the Trade Union and issue a certificate of registration, within a period of 45 days from the date of receipt of such application".

Md. NASIMUDDIN,
Additional Chief Secretary to Government.

LABOUR WELFARE AND SKILL DEVELOPMENT DEPARTMENT.

Dispute for arbitration of the agreement entered between the Management of Renault Nissan Automotive India Private Limited and Renault Nissan India Thozhilalar Sangam under the Industrial Disputes Act.

[G.O. (D) No. 227 Labour Welfare and Skill Development (A2) 9th June 2021, வைகாசி 26 பிஸவ, திருவள்ளூர் ஆண்டு-2052.]

No.II(2)/LWSD/333/2021.—In exercise of the powers conferred by Section 10A of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), the Governor of Tamil Nadu hereby refer the Industrial Dispute raised between the Management of Renault Nissan Automotive India Private Limited and Renault Nissan India Thozhilalar Sangam for Arbitration and hereby publish the following terms of reference agreed in the Joint Memorandum dated 29.03.2021 in the Tamil Nadu Government Gazette.

JOINT MEMORANDUM

The Parties, the Management of Renault Nissan Automotive India Private Limited and Renault Nissan India Thozhilalar Sangam submit the following :-

1. The Parties agreed that the issue relating to the charter of demands of the workmen as well as the Management, as well as certain other related issues as specified in the terms of reference in the Joint Memo be referred for arbitration before a Sole Arbitrator under Section 10A of the Industrial Disputes Act. For this purpose, the parties agree that the Sole Arbitrator would be Hon'ble Justice Mr. P. Jyothimani, Retd Judge, Hon'ble High Court.

a. The fees for arbitration would be borne by the Management in its entirety with no financial commitment whatsoever in this regard on the part of the Respondent Union/Workmen.

b. The arbitrator's remuneration has been accepted by the Management at Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) per sitting and that the Management would pay the same in advance for each block of 5 sittings.

c. The venue/location for arbitration proceedings would be at a place mutually convenient to the parties and to the convenience of the Learned Arbitrator. The arrangements for arbitration would be made by the Management.

d. Both parties agree that the arbitrator is entitled to visit the plant for the purpose of adjudication/ arbitration of the issues referred herein.

e. The parties hereby undertake to furnish all such evidence directed by the Learned Arbitrator to so produce which is within their capacity to produce. This would be apart from such other evidence the parties may wish to bring on record in support of their pleadings. Both parties agree that it is open to the Learned Arbitrator to hear such other parties as he may find necessary for complete adjudication/arbitration of the referred disputes herein.

2) The parties agree to co-operate in speedy conclusion of the arbitration proceedings, within a period of three months from the date of publication of the reference by the Government or such extended period as the Hon'ble Arbitrator may decide.

a) To enable such early conclusion, the parties will exchange pleadings and copies of evidence including proof affidavits and be ready for trial from the date of first sitting by the Ld. Arbitrator. In view of the prevailing pandemic, both parties agree that for the purpose of decision of interim relief payable to the workers pending the dispute as well as the issue relating to non-employment of Mr. Balaji (Employee No_RNT02814) will be done through virtual mode on the link to be provided by the Ld. Arbitrator.

b) It is also agreed by the Management that they would bear the clerical expenditure for such assistance as the Ld. Arbitrator may need for the completion of the arbitration.

3) It is agreed by the Management that the suspension pending enquiry of M/s.Parthasarathy and Logeswaran will be lifted forthwith, viz., from the date of the order of the Writ Petition. Both the employees will agree to co-operate with the speedy completion of the enquiry proceedings, viz., within four months. If, upon completion of the enquiry proceedings, the employees are found guilty of the charges leveled, then, such appropriate punishment other than termination / dismissal from service would be imposed.

4) As regards bonus for years 2018-19 and 2019-20, the Management has not paid bonus to such of those technicians who do not qualify for bonus under the Payment of Bonus Act, 1965. The Management agrees to extend the minimum statutory bonus of 8.33%, as calculated under the payment of Bonus Act, 1965 as a onetime gesture, even to those persons who did not qualify for receiving this bonus and who were not paid such minimum bonus for the respective years. Such payment will be made to those technicians who have not received the payment within the period of one month from the date of the order of the Hon'ble High Court. The Union disputes the claim that those persons who have not been paid bonus are disentitled or disqualified, as claimed

by the management. However, as to whether the Technicians who are on the rolls of the employment on the date of publication of the Arbitration Award are entitled to bonus over and above the statutory bonus for the respective years viz., 2018-19 and 2019-20 would also be referred for arbitration as referred in the terms of reference.

5) It is agreed that the parties would request the Hon'ble Arbitrator to take up the issue relating to interim relief as well as the termination of Mr.Balaji specified in item Nos.35 and 36 of the terms of reference and decide the same in the first instance within 15 days of the reference for arbitration or such extended period as the arbitrator may decide, before deciding the other issues under the arbitration.

6) It is open to the Hon'ble Arbitrator to pass such interim awards / award as deemed appropriate, on any of the terms of reference during the pendency of the arbitration proceedings, as deemed fit.

7) During the pendency of the dispute before the Hon'ble Arbitrator and / or a settlement being arrived at, the parties shall ensure smooth functioning of the factory operations and not act in any manner that may cause disruption in the operations. The Union will not commence any strike or direct action with regard to the issues set out herein for the purpose of arbitration. In other words, during the pendency of arbitration, the Respondent Union will not commence any strike or direct action in pursuit of its demands referred for arbitration.

8) The venue of the arbitration would be as mutually agreed by the parties and the convenience of the Hon'ble Arbitrator.

TERMS OF REFERENCE TO THE HON'BLE ARBITRATOR

- | <i>No.</i> | <i>Demands</i> |
|------------|--|
| 1) | Demand No.1 – Basic Wages:- Presently, the basic wage of technicians is between 8499 and 18139. The basic pay fixation has not been done in a rational manner. In that, the technicians who have longer experience draw less basic pay. Everybody's basic pay should be level at Rs.18,000/- per month and a further amount of Rs.5000/- to be paid so that the basic pay is Rs.23,000/- per month and a pay scale fixed on that basis for all technicians. |
| 2) | DEMAND No.2 – FIXED DEARNESS ALLOWANCE:- Presently technicians are paid Variable Fixed Dearness Allowance at the rate of 10% of the basic pay for the year and therefore there is a disparity in the matter of Fixed Dearness Allowance. Technicians receive variable fixed dearness allowance ranging from Rs.2,833/- to Rs.6,046/-. This has to be changed to Rs.6,000/- as Fixed Dearness Allowance for all technicians and they should be given an increase of another Rs.6,000/- as Fixed Dearness Allowance so that the technicians will receive Rs.12,000/- as Fixed Dearness Allowance. |

- | No. | Demands | No. | Demands |
|-----|--|-----|---|
| 3) | DEMAND No.3 – VARIABLE DEARNESS ALLOWANCE:- Presently there is no Variable Dearness Allowance paid to the technicians. The technicians should be paid Variable Dearness Allowance on the cost-of-living index Chennai 2001 series at the rate of Rs.25 per point above 100 points. For example, for the month of December 2018, the cost-of-living index Chennai 2001 series is 274. After reducing 100 points the remaining is 174 points for which at the rate of Rs.25 per point the amount comes as Rs.4,350/-. | 11) | DEMAND No.11 – CHEMICAL ALLOWANCE:- Whether the demand of the Union for payment of Rs.500/- per month as chemical allowance for technicians working Paint Shop is justified ? If so, to pass suitable orders. |
| 4) | DEMAND No.4 – ANNUAL INCREMENT:- Whether the demand of the Union for payment of annual increment of Rs.500/- per year is justified ? If so, to pass suitable orders. | 12) | DEMAND No.12 – LEAVE TRAVEL ALLOWANCE:- Whether the demand of the Union for payment of one month's gross salary as Leave Travel Allowance, as against the existing one month's basic pay and Dearness Allowance is justified ? If so, to pass suitable orders. |
| 5) | DEMAND No.5 – HOUSE RENT ALLOWANCE:- Whether the demand of the union for payment of House Rent Allowance uniformly for all Technicians, a sum of Rs.18,000/- per month as against the existing practice of differential House Rent Allowance between Rs.6,798 to Rs.14,511/- is justified ? If so, to pass suitable orders. | 13) | DEMAND No.13 – PRODUCTION INCENTIVE:- Whether the demand of the Union for payment of Production incentive at 1% of the sale profit to be divided equally to the Technicians including contract workers directly engaged in production process and the payment to be made on 7 th of May every year is justified ? If so, to pass suitable orders. |
| 6) | DEMAND No.6 – EDUCATION ALLOWANCE:- Whether the demand of the Union that the Technicians should be paid Rs.2,000/- per month as education allowance is justified ? If so, to pass suitable orders. | 14) | DEMAND No.14.1(a) – INSURANCE FACILITIES:- Whether the demand of the Union for increase in the medical insurance scheme for technicians and family members from the existing Rs.2,00,000/- to Rs.6,00,000/- is justified ? If so, to pass suitable orders. |
| 7) | DEMAND No.7- WASHING ALLOWANCE:- Whether the demand of the Union for grant of increase in washing allowance from the existing sum of Rs.100/- per month to Rs.1,500/- per month is justified ? If so, to pass suitable orders. | | Demand No.14.1(b) – Whether the demand of the union for increase in the Outpatient treatment for the Technician and family members from the existing Rs.250/- per month (viz., Rs.3,000/- per annum) to Rs.500/- per month (viz., Rs.6,000/- per annum) is justified ? If so, to pass suitable orders |
| 8) | DEMAND No.8 – SHIFT ALLOWANCE:- Whether the demand of the Union for increase in shift allowance for Technicians from Rs.30/- to Rs.100/- For B Shift i.e., from 15:30 hours – 00:00 hours and for increase from Rs.83/- to Rs.150/- for C Shift i.e., from 00:00 hours – 07:00 hours is justified ? If so, to pass suitable orders. | | 14.2 – GROUP TERM LIFE INSURANCE COVERAGE:- Whether the demand of the Union for increase in Group Term Life Insurance Coverage for death due to natural causes or accident, from the existing Rs.15,00,000/- or twice the annual CTC, to Rs.25,00,000/- or thrice the annual CTC, whichever is higher, is justified ? If so, to pass suitable orders. |
| 9) | DEMAND No.9 – SUNDAY ALLOWANCE:- Whether the demand of the Union for increase in Sunday Allowance for Technicians working on Sundays from existing Rs.200/- to Rs.400/- is justified ? If so, to pass suitable orders. | | 14.3 –GROUP PERSONAL ACCIDENT:- Whether the demand of the Union for increase in the Group Personal Accident Insurance for Technicians from Rs.5,00,000/- to Rs.10,00,000/- is justified? If so, to pass suitable orders. |
| 10) | DEMAND No.10 – HEAT ALLOWANCE:- Whether the demand of the Union for increase in Heat allowance for Technicians from Rs.100/- per month to Rs.200/- per month is justified ? Whether the demand of the Union for Rs.500/- per month for Technicians working in Body Shop, Casting Shop and Heat Treatment Division over and above the Heat Allowance of Rs.200/- given to all the Technicians thereby totaling Rs.700/- per month is justified? If so, to pass suitable orders. | | 14.4 – Mediclaim:- Whether the Demand of the Union for increase in the mediclaim insurance to ensure the following is justified ?
a) Room rent covered by insurance should be raised to Rs.3,500/- per day.
b) Network Hospitals covered under insurance should be increased. |

No.	Demands	No.	Demands
	c) The buffer insurance amount should be increased twice as that of the present insurance coverage considering the fatality of disease or the nature of the accident and the medical expenditure spent exceeding the present insurance coverage.	6.	Whether the demand of the Union for grant of special leave of three days for the marriage of technician, besides regular casual leave, sick leave and earned leave is justified?
	d) Six of the technician's family members (including Father-In-Law and Mother-In-Law) besides the technician himself should be covered by the general medical insurance.	7.	Whether the demand of the Union for payment of additional sum of Rs.100/- per additional wage day for working more than six days in a week is justified?
15)	DEMAND No.15 – UNIFORM& SAFETY SHOES: Whether the demand of the Union for increase in the uniforms from the existing pre-stitched 2 T-Shirts, 2 Shirts and 3 pants to 3 readymade T-Shirts and unstitched material for 3 shirts and 4 pants together with a sum of Rs.3,500/- towards stitching charges is justified ? If so, to pass suitable orders.	8.	Whether the demand of the Union for reimbursement of 20% of the leave in case of accident and serious illness and where the employee exhausts his leave arising out of the same, is justified?
	Whether the demand of the Union for providing one pair of safety shoes as every year as the previous policy, as against the existing practice of a pair of safety shoe for every two years is justified ? If so, to pass suitable orders.	9.	Whether the demand of the Union for transfer of leave at credit from one technician to another in case of any accident or serious illness of such technician and arising out of which he does not have enough leave to avail, is justified?
16)	DEMAND No.16 – RAINCOAT: —Whether the demand of the Union for providing a rain-jacket cum wind-cheater every year during rainy and winter seasons is justified ? if so to pass suitable orders.	10.	Whether the demand of the Union for increase in the maternity leave from six months to 12 months is justified ?
17)	DEMAND No.17 – COCONUT OIL & HORLICKS: —Whether the demand of the Union for increase of coconut oil from half liter to one liter and from half kg Boost to one Kg Horlicks is justified ? if so to pass suitable orders.	11.	Whether the demand of the Union for grant of leave as recommended under statute, in case of the technician undergoing birth control surgery, is justified ?
18)	DEMAND No.18 – WORKLOAD: Whether the demand of the Union for fixing the workload at 390 minutes for a 8 hour shift and appointment of one reliever for ten technicians for the purpose of attending calls of nature is justified ? if so to pass suitable orders.	20)	DEMAND No.20 – AYUDHA PUJA GIFT: Whether the demand of the Union for Ayudha Pooja gift coupons worth Rs.10,000/- or 4 grams of gold coins every year, is justified ?
19)	DEMAND No.19 – LEAVE:	21)	DEMAND No.21 – SPECIAL CAR SCHEME: Whether the demand of the Union for providing discount of 30% for car manufactured by the company, as against the existing 4% is justified?
	1. Whether the demand of the Union for increase in the casual leave and sick leave of seven days each and earned leave of 21 days annually, to casual leave and sick leave of ten days each and thirty days of earned leave is justified ?		Whether the demand of the Union for sale of used car at discounted price of 50% to the technicians on seniority basis is justified ?
	2. Whether the demand of the Union for encashment of surrender of earned leave from the existing practice of basic pay, to gross salary is justified?	22)	DEMAND No.22 – FUNERAL EXPENSES:- Whether the demand of the Union for increase in the funeral expenses to family members of Technicians from Rs.25,000/- to Rs.50,000/- is justified ?
	3. Whether the demand of the Union for permission with prior sanction upto four hours in a month without deductions of salary is justified ?	23)	DEMAND No.23—Death Relief & Compassionate appointment :- Whether the demand of the Union for increase in the deduction of contribution towards death relief from Rs.200 per month to Rs.300 per month is justified ?
	4. Whether the demand of the Union for increase of leave of one day for death of family member to three days is justified?		Whether the demand of the Union for providing employment to the family member of the Technician on compassionate grounds by treating the position as vacant, as against the existing practice of considering the appointments based on vacancies during recruitment process, is justified?
	5. Whether the demand of the union for increase in the paternity leave from three days to six days is justified?		

- | <i>No.</i> | <i>Demands</i> | <i>No.</i> | <i>Demands</i> |
|------------|---|------------|--|
| 24) | DEMAND No.24–Taste and Quality of the Food & Canteen:-
a. Whether the demand of the Union for improvement in the quality and taste of foodstuff and the expenditure for the same to be increased twice is justified?
b. Whether the demand of the Union for providing air-conditioned dining halls is justified?
c. Whether the demand of the Union for providing a separate fund for improving the kitchen and quality of food, is justified?
d. Whether the demand of the Union for providing eggs along with the food on all days and increasing the non-vegetarian food from three days to four days, besides Sundays and for avoiding the same kind of non-vegetarian food and to provide varieties in the food, is justified ? | 30) | DEMAND No.30 – DISASTER MANAGEMENT RELIEF:- Whether the demand of the Union for a refundable relief of Rs.50,000/-, when the technician or his family members or his assets are affected by natural disaster without any interest, to be recovered in ten monthly instalments and additionally, a sum of Rs.10,000/- towards non-refundable relief, is justified ? |
| 25) | DEMAND No.25–Soap and Washing Powder Whether the demand of the Union for providing 2 Hamam Soaps, ½ Kg of Surf Excel, and 3 washing soaps to Technicians, is justified ?. | 31) | DEMAND No.31 – Whether the demand of the Union for not deploying 13 robots in body shop and 15 robots in paint shop, which poses potential threat to employment of technicians, is justified? |
| 26) | DEMAND No.26–Women Technicians:- Whether the demand of the union for providing lesser workload to women technicians and also for allotment of work only during the first shift hours viz., from 7:00 hours and 15:30 hours or in the general shift, is justified ?. | 32) | DEMAND No.32 – Leave Procedure:-
(A) As the present procedures of the leave system are improper, the management should revert to the old policy of giving acknowledgement in hand after submission of the leave application.
(B) In an unforeseen circumstance where a technician takes leave without giving prior notice, he should be allowed to give notice within 24 hours of resuming his employment.
(C) When a leave application is submitted 3 days in advance for the purpose of attending a family function, the application should be disposed of expeditiously without any unreasonable delay. In case of a rejection, the management should give in writing the reason for such rejection.
(D) If the reason for the rejection of the leave is found to be not genuine, then the technician should be paid 3 days of wages for that day. |
| 27) | DEMAND No.27–Transport Facilities:-
a. Whether the demand of the Union for maintenance of the bus provided for transportation for Technicians be improved and that the buses should be changed once in 4-5 years is justified ?
b. Whether the demand of the Union that the drivers of the buses be provided proper breaks and time for rest as well as provide a room to take rest and to avail food in the dining hall, is justified ?
c. Whether the demand of the Union that qualified drivers be appointed, is justified?
d. Whether the demand of the Union for providing air-conditioned buses for commutation is justified? | 33) | DEMAND No.33 – SOME OF THE BENEFITS UNDER SETTLEMENT DATED 20.02.2017 YET TO BE IMPLEMENTED, NOT IN DEROGATION OF CERTAIN OTHER BENEFITS YET TO BE IMPLEMENTED:-
(A) Back wages pending to the technicians should be paid immediately as under clause 8(c) of the 12 (3) settlement dated 20. 02. 2017.
(B) The pending construction of the gym should be resumed immediately.
(C) The co-operative store should be started immediately.
(D) The stone bed should be constructed immediately as per Clause 5.2 of the 12(3)-settlement dated 20.02.2017.
(E) As per Clause 5.5 of the 12(3) settlement dated 20/02/17 the team building activity did not take place as mentioned in the settlement. Therefore, every technician should be paid Rs.600/- once every 6 months and the same should be raised to Rs.1000/- in the future. |
| 28) | DEMAND No.28 – PRODUCTION PLAN:- Whether the demand of the Union for providing the monthly production plan 7 days in advance, is justified ? | | |
| 29) | DEMAND No.29 – LONG TERM AWARD:- Whether the demand of the Union for increase in the long term award as per clause 4(1) of the 12(3) Settlement dated 20/02/17 from Rs.10,000/- to Rs.15,000/- and also providing additionally, 4 grams Gold Coin is justified ? Whether the demand of the Union for providing a long term award of Rs.25,000/- and 6 Grams of gold for those Technicians completing 15 years of service, is justified ? | | |

- No. *Demands*
- 34) **DEMAND No.34—Interim Relief:-** Whether the demand of the Union for grant of interim relief of Rs.20,000/- pending the hearing and resolution of the industrial dispute, is justified ?
- 35) **DEMAND No.35—Termination of Balaji (Employee No_RNT02814):-** Whether the Management is justified in terminating the services of Mr.Balaji for certain acts of misconduct vide order dated 16.12.2019. If not, to what relief the workman is entitled to ?
- 36) **DEMAND No.36—Bonus for the years 2018-19 and 2019-20:-** Whether the demand of the Union for payment of bonus over and above the statutory minimum of 8.33% for the years 2018-19 and 2019-20 is justified ?
- 37) **DEMAND No.37—Sunday Working:-**
- 1)Whether the cessation of payment of twice of wages for working on Sundays from December 2019 by the Management is an alteration of condition of service and whether such alteration is void for violation of Section 9A of the Industrial Disputes Act? To what relief the workers are entitled to ?
 - 2)Whether the demand of the Union for restoring the earlier practice of providing twice the wages for those workmen who are called for work on Sundays, together with one alternate holiday, is justified?
- 38) **DEMAND No.38—Appointment of Enquiry Officer:-** Whether the demand of the Union for fixing a panel of Enquiry Officers by the Hon'ble Arbitrator for conducting any domestic enquiry and any domestic enquiry into the allegations of the workmen be conducted by any one such Enquiry Officer from and among the panel of Enquiry Officers as decided by the Arbitrator, is justified ?

No. *Demands*

DEMANDS OF THE MANAGEMENT

- 39) **DEMAND No.39—Wage Increase:-** Whether the demand of the Management that in view of the current business scenario and COVID-19 pandemic situation, there would not be any increase in wages till the date of the award that may be passed by the Arbitrator and as such, any increase will only be prospective from the date of the Award, is justified?

- 40) **DEMAND No.40—Key Performance Indicator for grant of increase in basic / DA / Increment, etc.,**

Whether the demand of the Management for fixing Key Performance Indicators, comprising safety, discipline, attendance, productivity, quality and delivery volume as parameters, in the following manner is justified ?

- Key Performance Indicators is fixed for the proposed wage increase for Technicians and establish the linkage between wage increase and performance.
- Any wage increase will be subject to the achievement of above mentioned KPIs.
- Technicians will get full wage increase after achievement of 100% of the KPI's. The wage increase will be paid on prorata basis based upon the actual achievement numbers in case the achievement is lower than 100%.
- At the beginning of every financial year, the Key Performance Indicators will be communicated to the Technicians through notice boards.

Category	Entity Individual	KPI	Initiation Validation	Approve	Weight-age %	Payout	Frequency of Measurement	Evaluation Criteria	Stake Holder
Safety	Individual	Unsafe Act-Without accidents	SV/SSV	Manager	25	Not more than 1 / Year -100% 2 / Year 75% >2 / Year	All Working Days	As per fact file	All GMs
Discipline (Individual Driven)	Individual	Misconduct Warning Letter Suspension	SV/SSV	Manager	10	-Warning Letter 50% -Suspension - 0%	All Working Days	Disciplinary Trackers	All GMs
Attendance (Individual Driven)	Individual	No of LOP days	SV/SSV	Manager	50	0 days LOP -0%(No Cut) 1-3 Days LOP -50% Cut >3 LOP days - 100% Cut	Monthly Attendance	Kronos- HR Team	GM-HR
Productivity	Individual	SOS / JA Adherence (Core / Non core	SV/SSV	Manager	15	12/12 Adherence -100% 11/12 Adherence -75% 10/12 Adherence -50% <10/12 Adherence -0%	Monthly	Jo Sheet	All GMs

- No. *Demands*
- 41) **DEMAND No.41—Leave benefits:-** Whether the demand of the Management to reduce the present accumulation of earned leave from 180 days to a maximum of 30 days and providing encashment of the leave beyond the said maximum days on the existing practice of basic wages, is justified ?
- Whether the demand of the Management for reduction of national and festival holidays from the existing 12 days to 9 days, as provided in the statute, is justified ?
- 42) **DEMAND No.42—Annual Master Health Check-up:-** Whether the demand of the Management to amend the current periodicity for annual master health check-up for Technicians as once in three years up to 40 years and once in 2 years for above 40 years is justified?
- 43) **DEMAND No.43—Dependents medical insurance coverage:-** While the Management is bearing the entire cost of insurance premium for the technician, spouse and two children, the Management has demanded 50% insurance premium for the parents / in-laws subject to a maximum of six persons (Technician + 5 persons) ? whether such a demand of the Management is justified ?
- 44) **DEMAND No.44—Treatment of shutdown holidays:-** Whether the demand of the Management to treat all maintenance shutdown days declared by management as holidays and adjust the leave on the earned / casual leave at credit is justified ?
- Whether the demand of the Management to only pay normal wages for such technicians who are called for duty during such shutdown days is justified ?
- 45) **DEMAND No.45—Treatment of Non-Production days (NPD):-** Whether the demand of the Management to treat non-production days (other than maintenance shut down days) as holidays with 50% wages for the Technicians is justified ?
- 46) **DEMAND No.46—Canteen Facility:-** Whether the demand of the Management for having the canteen expenses on a cost sharing basis at 50-50 is justified ?
- 47) **DEMAND No.47—Transportation:-** Whether the demand of the Management for having the transportation facility on a cost sharing basis of 50-50 is justified ?
- 48) **DEMAND No.48—Staggered Weekly Off:-** Whether the demand of the Management for introduction of staggered weekly off for all departments as and when the Management introduces a continuous working, is justified ?

- No. *Demands*
- 49) **DEMAND No.49—Lockdown Wages:-** Whether the demand of the Management for adjustment of wages paid for COVID 19 pandemic lockdown days is justified?
- 50) **DEMAND No.50—Flexibility in working:-** Due to volatility in business situation, the company will take a decision based to market situation. Sunday working (Comp off) and Over Timework will be announced. All technicians should co-operate fully without any demand.
- 51) **DEMAND No.51—Cost to the Company:-** Whether the demand of the Management that any increase that may be granted under the Award of the Hon'ble Arbitrator would be based on cost to company basis, viz., a consolidated increase will be arrived and which would be split into various components apart from Shift allowance / Sunday Allowance.
- 52) **DEMAND No.52—Bonus Payment:-** Whether the demand of the Management that any bonus so payable would be only in accordance with the Payment of Bonus Act, 1965, without any demand thereafter.
- 53) **DEMAND No.53—Automation & Technology Advancement:-**
- Whether the demand of the Management that the Technicians should co-operate with all new technological changes including such changes that will improve productivity and also co-operate by actively participating in such trainings / programmes that will improve the productivity / quality, is justified ?
- Whether the demand of the Management that the technicians should extend their full co-operation in all the internal compliances training, Global Engagement Survey, Prevention of Sexual Harassment (POSH), etc as planned from time to time, is justified ?

R. KIRLOSH KUMAR,
Secretary to Government.

PLANNING, DEVELOPMENT AND SPECIAL
INITIATIVES DEPARTMENT

**Acquisition of Lands
Amendment to Notification**

[Letter No. 3708/PD&SI (SI)/2020, Dated: 21.05.2021]

The following amendment to the Notifications No.II(2)/PDSI/182/2021 under sub-section (1) of Section 3 of Tamil Nadu Acquisition of Land or Industrial Purposes Act, 1997 (Tamil Nadu Act 10 of 1999) approved in G.O.Ms.No.104, Planning, Development and Special Initiative (S.I) Department, dated 23.02.2021 Published in the *Tamil Nadu Government Gazette* No.10 in Part II-Section 2 dated 10.3.2021 for the acquisition of lands in Chennai District, Egmore Taluk, Nungambakkam Village is issued:-

Sl. No.	Land Owner Name	Block No.	T.S. No.	extent mentioned in G.O. as Sq. ft.	Changes to be amended as Sq.mtr.
(1)	(2)	(3)	(4)	(5)	(6)
1	Ariyat Galeeli, Nicbar A. Galeeli minor) guardian M. Afzar Galeel and others	10	49/9 Part	72 Sq.ft.	72 Sq. mtr.
2	Syd Ali Akbar Trustee Isabani Trust	10	50 Part	605 Sq.ft.	605 Sq. mtr.
3	Institute of Chartered Accounts Rep by C.P. Mukkarjee	10	51/1 Part	326 Sq.ft.	326 Sq. mtr.
4	G. Ravindra	22	146/1 Part	89 Sq.ft.	89 Sq.mtr.
5	Jeyalaxmy Sridhar W/o Sridhar, Dr. Rajesh S/o Swamynathan, Narayani Ganesh D/o R. Geminiganeshan	22	146/2 Part	23 Sq. ft.	23 Sq.mtr.
6	J.P. Santhammal, Ragumannisha & 4 others	22	146/3 Part	7 Sq.ft.	7 Sq.mtr.
7	The most Rev. Arch Bishop of Madras	22	155 Part	240 Sq.ft.	240 Sq.mtr.
8	A.R.R.M. Umaiyal Achi, A.R.R.M. Ramanatha Chettiyar, Valliammal Achi, N. Chockalinga Chettiyar	22	156/1 Part	616 Sq.ft.	616 Sq.mtr.
9	Institute of Chartered Accounts Rep by C.P. Mukkarjee	22	156/6 Part	35 Sq.ft.	35 Sq. mtr.
Total				2013 Sq.ft.,	2013Sq.mtr.

M.A. SIDDIQUE,
Principal Secretary to Government.